

To: Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

From: James Lubary
3161 Druid Lane
Los Alamitos, CA 90720
(562) 682-0297

Date: June 29, 2009

Re: Administrative Expense Request
Circuit City Stores, Inc.; Debtor ID# 3875 (Case No. 08-35654)

COPY

Dear Sir or Madam:

The purpose of this letter is to advise of my eligibility to receive payment for the following administrative claims, as further described below, and to request that such claims be classified and paid in a manner consistent with the priority of administrative claims payment process.

In furtherance thereof, I have enclosed copies of the related Proof of Claims, originally filed with the court, as well as the supporting contracts/documentation.

1. Request for amounts due under Award Letter: \$125,000

Pursuant to that certain Award Letter, dated as of January 2, 2008 (the "Award Letter") from Eric A. Jonas Jr., Senior Vice President of Circuit City Stores, Inc., I am entitled to the payment of \$125,000 as a "special cash retention award." This award is fully vested pursuant to paragraph 2 of the Award Letter which provides for 100% vesting in the event of a "Change of Control" which includes a "consummation of a plan of complete liquidation, dissolution, or sale of substantially all of the assets of the Company." See claim number 9602, attached hereto, including a copy of the signed Award Letter.

2. Request for amounts due under Employment Agreement: \$401,333

Pursuant to that certain Employment Agreement, dated as of October 24, 2005 ("the Employment Agreement"), executed between Eric A. Jonas Jr., Senior Vice President of Circuit City Stores, Inc. and me, I am entitled to the following in the event of a Change in Control (defined in Section 9.2(d) of the Employment Agreement as a "consummation of a plan of complete liquidation, dissolution, or sale of substantially all of the assets of the Company". See claim number 9598, attached hereto, including all relevant contracts/documents (Offer Letter, Employment Agreement, Enforcement of Employment Agreement, and Total Compensation Summary):

- Pursuant to paragraph 9.3(a): Base Salary and all other benefits. . . through the remainder of the month in which the termination occurs, less applicable withholding taxes and other authorized payroll deductions. [Gross = \$11,647 for period 1/15/09-1/31/09]

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- Pursuant to paragraph 9.3(b): A lump-sum severance allowance in the amount that is equal to the product of one (1) times both the Executive's Base Salary at the rate in effect immediately prior to the termination [\$252,350] and the Executive's target Annual Bonus established for the fiscal year in which the Executive's termination of employment occurs [40% of \$252,350 = \$100,940]. **[Total = \$353,290]**
- Pursuant to paragraph 9.3(d): Continuation of health, welfare and benefit plans. **[Estimated at \$13,000 based on the differential in cost between the group plan and obtaining individual coverage for 1 year.]**
- Pursuant to paragraph 9.3(e): Provision of outplacement services for a period of six (6) months for the Executive. **[Estimated at \$12,000]**
- A lump-sum payment equal to the one (1) year costs of perquisites outlined in Article 5.6 of the Employment Agreement [Car Allowance for 1 year = \$6,396 + Officer Evaluation Program Benefits = 5,000]. **[Total = \$11,396]**

3. Request for amounts due from Short Term Incentive Plan: \$106,827

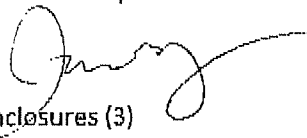
Pursuant to page 6 of the Turnaround Incentive Program, dated September 30, 2008, provided to me by Circuit City Stores, Inc., as a Vice President, I was entitled to a target of 40% of my base salary of \$252,350, or \$100,940. Employees can exceed these targets by exceeding certain individual and team goals. See claim number 9596, attached hereto, including supporting documentation and bonus calculations. As such, I am entitled to the following:

- Team Incentive: 50% of \$100,940 = \$50,470
 - 1/3 Gross Margin: \$16,823 x 75% (target achieved per plan) = \$12,617
 - 1/3 Expense Reduction: \$16,823 x 75% (target achieved per plan) = \$12,617
 - 1/3 Customer Experience: \$16,823 x 125% (improve over baseline) = \$21,029**[Sub-total = \$46,263]**
- Individual Performance: 50% of \$100,940 = \$50,470
 - Final Overall Rating Projected: 5 = 120% x \$50,470 = \$60,564

The amounts outlined above represent compensation owed to me as a former employee of Circuit City. Each request is substantiated by a signed contract or other documentation prepared by Circuit City. I anticipate that the above requests and attachments will satisfy the requirements of the court and therefore, I respectfully ask that these requests be properly considered.

Sincerest Regards,

James Lubary



Enclosures (3)